



Crown
Commercial
Service

CABINET OFFICE

- and -

COMPANY WATCH LIMITED

ANNEXES

relating to

**COMPANY WATCH LTD LICENSES
CONTRACT REFERENCE: CCSO19A80**

CONTENTS

ANNEX 1 – TERMS AND CONDITIONS	4
1 INTERPRETATION	4
2 BASIS OF AGREEMENT	5
3 SUPPLY OF SERVICES	6
4 TERM	6
5 CHARGES, PAYMENT AND RECOVERY OF SUMS DUE	6
6 PREMISES AND EQUIPMENT	7
7 STAFF AND KEY PERSONNEL	8
8 ASSIGNMENT AND SUB-CONTRACTING	8
9 INTELLECTUAL PROPERTY RIGHTS	9
10 GOVERNANCE AND RECORDS	10
11 CONFIDENTIALITY, TRANSPARENCY AND PUBLICITY	10
12 FREEDOM OF INFORMATION	11
13 PROTECTION OF PERSONAL DATA AND SECURITY OF DATA	12
14 LIABILITY	12
15 FORCE MAJEURE	12
16 TERMINATION	13
17 COMPLIANCE	14
18 PREVENTION OF FRAUD AND CORRUPTION	14
19 DISPUTE RESOLUTION	15
20 GENERAL	15
21 NOTICES	16
22 GOVERNING LAW AND JURISDICTION	16
ANNEX 2 – PRICE SCHEDULE	17
ANNEX 3 – STATEMENT OF REQUIREMENTS	18
1. PURPOSE	18
2. BACKGROUND TO REQUIREMENT/OVERVIEW OF REQUIREMENT	18
3. DEFINITIONS	18
4. SCOPE OF REQUIREMENT	18
5. THE REQUIREMENT	20
6. KEY MILESTONES AND DELIVERABLES	20
7. MANAGEMENT INFORMATION/REPORTING	21

OFFICIAL

8.	VOLUMES.....	21
9.	CONTINUOUS IMPROVEMENT	21
10.	QUALITY	21
11.	STAFF AND CUSTOMER SERVICE.....	21
12.	SERVICE LEVELS AND PERFORMANCE	22
13.	SECURITY AND CONFIDENTIALITY REQUIREMENTS.....	22
14.	PAYMENT AND INVOICING	22
15.	CONTRACT MANAGEMENT	23
16.	LOCATION.....	23
	ANNEX 4 – SUPPLIERS RESPONSE.....	24
	(FROM THE SUPPLIER'S PROPOSAL OF 13/11/2019)	24
	ANNEX 5 – CLARIFICATIONS	25
	ANNEX 6 – ADDITIONAL TERMS & CONDITIONS.....	26
1.	SUPPLIER ADDITIONAL TERMS	26
	ANNEX 7 – PROCESSING PERSONAL DATA	35
	ANNEX 8 – CHANGE CONTROL FORMS.....	37

ANNEX 1 – TERMS AND CONDITIONS

1 INTERPRETATION

1.1 In these terms and conditions:

“Agreement”	means the contract between (i) the Customer acting as part of the Crown and (ii) the Supplier constituted by the Supplier’s countersignature of the Award Letter and includes the Award Letter;
“Award Letter”	means the letter (including the Annexes thereto) from the Customer to the Supplier via the e-Sourcing Suite at the point of award;
“Central Government Body”	means a body listed in one of the following sub-categories of the Central Government classification of the Public Sector Classification Guide, as published and amended from time to time by the Office for National Statistics: (a) Government Department; (b) Non-Departmental Public Body or Assembly Sponsored Public Body (advisory, executive, or tribunal); (c) Non-Ministerial Department; or (d) Executive Agency;
“Charges”	means the charges for the Services as specified in the Award Letter;
“Confidential Information”	means all information, whether written or oral (however recorded), provided by the disclosing Party to the receiving Party and which (i) is known by the receiving Party to be confidential; (ii) is marked as or stated to be confidential; or (iii) ought reasonably to be considered by the receiving Party to be confidential;
“Customer”	means the Contracting Authority/Customer named in the Award Letter;
“DPA”	means the Data Protection Act 2018;
“Expiry Date”	means the date for expiry of the Agreement as set out in the Award Letter;
“FOIA”	means the Freedom of Information Act 2000;
“Information”	has the meaning given under section 84 of the FOIA;
“Key Personnel”	means any persons specified as such in the Award Letter or otherwise notified as such by the Customer to the Supplier in writing;
“Party”	means the Supplier or the Customer (as appropriate) and “Parties” shall mean both of them;
“Personal Data”	means personal data (as defined in the DPA) which is processed by the Supplier or any Staff on behalf of the Customer pursuant to or in connection with this Agreement;
“Purchase Order Number”	means the Customer’s unique number relating to the supply of the Services;

OFFICIAL

“Request for Information”	has the meaning set out in the FOIA or the Environmental Information Regulations 2004 as relevant (where the meaning set out for the term “request” shall apply);
“Services”	means the services to be supplied by the Supplier to the Customer under the Agreement;
“Specification”	means the specification for the Services (including as to quantity, description and quality) as specified in the Award Letter;
“Start Date”	means the commencement date of the Agreement as set out in the Award Letter;
“Staff”	means all directors, officers, employees, agents, consultants and contractors of the Supplier and/or of any sub-contractor of the Supplier engaged in the performance of the Supplier’s obligations under the Agreement;
“Staff Vetting Procedures”	means vetting procedures that accord with good industry practice or, where requested by the Customer, the Customer’s procedures for the vetting of personnel as provided to the Supplier from time to time;
“Supplier”	means the person named as Supplier in the Award Letter;
“Term”	means the period from the Start Date of the Agreement set out in the Award Letter to the Expiry Date as such period may be extended in accordance with clause Error! Reference source not found. or terminated in accordance with the terms and conditions of the Agreement;
“VAT”	means value added tax in accordance with the provisions of the Value Added Tax Act 1994; and
“Working Day”	means a day (other than a Saturday or Sunday) on which banks are open for business in the City of London.

1.2 In these terms and conditions, unless the context otherwise requires:

- 1.2.1 references to numbered clauses are references to the relevant clause in these terms and conditions;
- 1.2.2 any obligation on any Party not to do or omit to do anything shall include an obligation not to allow that thing to be done or omitted to be done;
- 1.2.3 the headings to the clauses of these terms and conditions are for information only and do not affect the interpretation of the Agreement;
- 1.2.4 any reference to an enactment includes reference to that enactment as amended or replaced from time to time and to any subordinate legislation or byelaw made under that enactment; and
- 1.2.5 the word ‘including’ shall be understood as meaning ‘including without limitation’.

2 BASIS OF AGREEMENT

- 2.1 The Award Letter constitutes an offer by the Customer to purchase the Services subject to and in accordance with the terms and conditions of the Agreement.
- 2.2 The offer comprised in the Award Letter shall be deemed to be accepted by the Supplier on receipt by the Customer, within 3 working days of the date of the award letter, of a copy of the Award Letter countersigned by the Supplier.

3 SUPPLY OF SERVICES

- 3.1 In consideration of the Customer's agreement to pay the Charges, the Supplier shall supply the Services to the Customer for the Term subject to and in accordance with the terms and conditions of the Agreement.
- 3.2 In supplying the Services, the Supplier shall:
- 3.2.1 co-operate with the Customer in all matters relating to the Services and comply with all the Customer's instructions;
 - 3.2.2 perform the Services with all reasonable care, skill and diligence in accordance with good industry practice in the Supplier's industry, profession or trade;
 - 3.2.3 use Staff who are suitably skilled and experienced to perform tasks assigned to them, and in sufficient number to ensure that the Supplier's obligations are fulfilled in accordance with the Agreement;
 - 3.2.4 ensure that the Services shall conform with all descriptions, requirements, service levels and specifications set out in the Specification;
 - 3.2.5 comply with all applicable laws; and
 - 3.2.6 provide all equipment, tools and vehicles and other items as are required to provide the Services.
- 3.3 The Customer may by written notice to the Supplier at any time request a variation to the scope of the Services. In the event that the Supplier agrees to any variation to the scope of the Services, the Charges shall be subject to fair and reasonable adjustment to be agreed in writing between the Customer and the Supplier.

4 TERM

- 4.1 The Agreement shall take effect on the Start Date and shall expire on the Expiry Date, unless it is otherwise extended in accordance with clause Error! Reference source not found. or terminated in accordance with the terms and conditions of the Agreement.

5 CHARGES, PAYMENT AND RECOVERY OF SUMS DUE

- 5.1 The Charges for the Services shall be as set out in the Award Letter and shall be the full and exclusive remuneration of the Supplier in respect of the supply of the Services. Unless otherwise agreed in writing by the Customer, the Charges shall include every cost and expense of the Supplier directly or indirectly incurred in connection with the performance of the Services.
- 5.2 All amounts stated are exclusive of VAT which shall be charged at the prevailing rate. The Customer shall, following the receipt of a valid VAT invoice, pay to the Supplier a sum equal to the VAT chargeable in respect of the Services.
- 5.3 The Supplier shall invoice the Customer as specified in the Agreement. Each invoice shall include such supporting information required by the Customer to verify the accuracy of the invoice, including the relevant Purchase Order Number and a breakdown of the Services supplied in the invoice period.
- 5.4 In consideration of the supply of the Services by the Supplier, the Customer shall pay the Supplier the invoiced amounts no later than 30 days after verifying that the invoice is valid and undisputed and includes a valid Purchase Order Number. The Customer may, without prejudice to any other rights and remedies under the Agreement, withhold or reduce payments in the event of unsatisfactory performance.

-
- 5.5 If the Customer fails to consider and verify an invoice in a timely fashion the invoice shall be regarded as valid and undisputed for the purpose of paragraph 5.4 after a reasonable time has passed.
- 5.6 If there is a dispute between the Parties as to the amount invoiced, the Customer shall pay the undisputed amount. The Supplier shall not suspend the supply of the Services unless the Supplier is entitled to terminate the Agreement for a failure to pay undisputed sums in accordance with clause 16.5. Any disputed amounts shall be resolved through the dispute resolution procedure detailed in clause 19.
- 5.7 If a payment of an undisputed amount is not made by the Customer by the due date, then the Customer shall pay the Supplier interest at the interest rate specified in the Late Payment of Commercial Debts (Interest) Act 1998.
- 5.8 Where the Supplier enters into a sub-contract, the Supplier shall include in that sub-contract:
- 5.8.1 provisions having the same effects as clauses 5.3 to 5.7 of this Agreement; and
 - 5.8.2 a provision requiring the counterparty to that sub-contract to include in any sub-contract which it awards provisions having the same effect as 5.3 to 5.8 of this Agreement.
 - 5.8.3 In this clause 5.8, "sub-contract" means a contract between two or more suppliers, at any stage of remoteness from the Customer in a subcontracting chain, made wholly or substantially for the purpose of performing (or contributing to the performance of) the whole or any part of this Agreement.
- 5.9 If any sum of money is recoverable from or payable by the Supplier under the Agreement (including any sum which the Supplier is liable to pay to the Customer in respect of any breach of the Agreement), that sum may be deducted unilaterally by the Customer from any sum then due, or which may come due, to the Supplier under the Agreement or under any other agreement or contract with the Customer. The Supplier shall not be entitled to assert any credit, set-off or counterclaim against the Customer in order to justify withholding payment of any such amount in whole or in part.

6 PREMISES AND EQUIPMENT

- 6.1 If necessary, the Customer shall provide the Supplier with reasonable access at reasonable times to its premises for the purpose of supplying the Services. All equipment, tools and vehicles brought onto the Customer's premises by the Supplier or the Staff shall be at the Supplier's risk.
- 6.2 If the Supplier supplies all or any of the Services at or from the Customer's premises, on completion of the Services or termination or expiry of the Agreement (whichever is the earlier) the Supplier shall vacate the Customer's premises, remove the Supplier's plant, equipment and unused materials and all rubbish arising out of the provision of the Services and leave the Customer's premises in a clean, safe and tidy condition. The Supplier shall be solely responsible for making good any damage to the Customer's premises or any objects contained on the Customer's premises which is caused by the Supplier or any Staff, other than fair wear and tear.
- 6.3 If the Supplier supplies all or any of the Services at or from its premises or the premises of a third party, the Customer may, during normal business hours and on reasonable notice, inspect and examine the manner in which the relevant Services are supplied at

OFFICIAL

or from the relevant premises.

- 6.4 The Customer shall be responsible for maintaining the security of its premises in accordance with its standard security requirements. While on the Customer's premises the Supplier shall, and shall procure that all Staff shall, comply with all the Customer's security requirements.
- 6.5 Where all or any of the Services are supplied from the Supplier's premises, the Supplier shall, at its own cost, comply with all security requirements specified by the Customer in writing.
- 6.6 Without prejudice to clause 3.2.6, any equipment provided by the Customer for the purposes of the Agreement shall remain the property of the Customer and shall be used by the Supplier and the Staff only for the purpose of carrying out the Agreement. Such equipment shall be returned promptly to the Customer on expiry or termination of the Agreement.
- 6.7 The Supplier shall reimburse the Customer for any loss or damage to the equipment (other than deterioration resulting from normal and proper use) caused by the Supplier or any Staff. Equipment supplied by the Customer shall be deemed to be in a good condition when received by the Supplier or relevant Staff unless the Customer is notified otherwise in writing within 5 Working Days.

7 STAFF AND KEY PERSONNEL

- 7.1 If the Customer reasonably believes that any of the Staff are unsuitable to undertake work in respect of the Agreement, it may, by giving written notice to the Supplier:
- 7.1.1 refuse admission to the relevant person(s) to the Customer's premises;
 - 7.1.2 direct the Supplier to end the involvement in the provision of the Services of the relevant person(s); and/or
 - 7.1.3 require that the Supplier replace any person removed under this clause with another suitably qualified person and procure that any security pass issued by the Customer to the person removed is surrendered,
- and the Supplier shall comply with any such notice.
- 7.2 The Supplier shall:
- 7.2.1 ensure that all Staff are vetted in accordance with the Staff Vetting Procedures;
 - 7.2.2 if requested, provide the Customer with a list of the names and addresses (and any other relevant information) of all persons who may require admission to the Customer's premises in connection with the Agreement; and
 - 7.2.3 procure that all Staff comply with any rules, regulations and requirements reasonably specified by the Customer.
- 7.3 Any Key Personnel shall not be released from supplying the Services without the agreement of the Customer, except by reason of long-term sickness, parental leave and termination of employment or other extenuating circumstances.
- 7.4 Any replacements to the Key Personnel shall be subject to the prior written agreement of the Customer (not to be unreasonably withheld). Such replacements shall be of at least equal status or of equivalent experience and skills to the Key Personnel being replaced and be suitable for the responsibilities of that person in relation to the Services.

8 ASSIGNMENT AND SUB-CONTRACTING

- 8.1 The Supplier shall not without the written consent of the Customer assign, sub-contract, novate or in any way dispose of the benefit and/ or the burden of the Agreement or any

OFFICIAL

part of the Agreement. The Customer may, in the granting of such consent, provide for additional terms and conditions relating to such assignment, sub-contract, novation or disposal. The Supplier shall be responsible for the acts and omissions of its sub-contractors as though those acts and omissions were its own.

- 8.2 Where the Customer has consented to the placing of sub-contracts, the Supplier shall, at the request of the Customer, send copies of each sub-contract, to the Customer as soon as is reasonably practicable.
- 8.3 The Customer may assign, novate, or otherwise dispose of its rights and obligations under the Agreement without the consent of the Supplier provided that such assignment, novation or disposal shall not increase the burden of the Supplier's obligations under the Agreement.

9 INTELLECTUAL PROPERTY RIGHTS

- 9.1 All intellectual property rights in any materials provided by the Customer to the Supplier for the purposes of this Agreement shall remain the property of the Customer or the respective owner of such intellectual property rights but the Customer hereby grants the Supplier a royalty-free, non-exclusive and non-transferable licence to use such materials as required until termination or expiry of the Agreement for the sole purpose of enabling the Supplier to perform its obligations under the Agreement.
- 9.2 All intellectual property rights in any materials created or developed by the Supplier pursuant to the Agreement or arising as a result of the provision of the Services shall vest in the Supplier. If, and to the extent, that any intellectual property rights in such materials vest in the Customer by operation of law, the Customer hereby assigns to the Supplier by way of a present assignment of future rights that shall take place immediately on the coming into existence of any such intellectual property rights all its intellectual property rights in such materials (with full title guarantee and free from all third party rights).
- 9.3 The Supplier hereby grants the Customer:
- 9.3.1 a royalty-free, irrevocable, non-exclusive licence to use all intellectual property rights in the materials created or developed pursuant to the Agreement and any intellectual property rights arising as a result of the provision of the Services; and
- 9.3.2 a royalty-free, irrevocable and non-exclusive licence to use:
- (a) any intellectual property rights vested in or licensed to the Supplier on the date of the Agreement; and
- (b) any intellectual property rights created during the Term but which are neither created or developed pursuant to the Agreement nor arise as a result of the provision of the Services,

including any modifications to or derivative versions of any such intellectual property rights, which the Customer reasonably requires in order to exercise its rights and take the benefit of the Agreement including the Services provided.

- 9.4 The Supplier shall indemnify, and keep indemnified, the Customer in full against all costs, expenses, damages and losses (whether direct or indirect), including any interest, penalties, and reasonable legal and other professional fees awarded against or incurred or paid by the Customer as a result of or in connection with any claim made against the Customer for actual or alleged infringement of a third party's intellectual property arising out of, or in connection with, the supply or use of the Services, to the extent that the

claim is attributable to the acts or omission of the Supplier or any Staff.

10 GOVERNANCE AND RECORDS

10.1 The Supplier shall:

10.1.1 attend progress meetings with the Customer at the frequency and times specified by the Customer and shall ensure that its representatives are suitably qualified to attend such meetings; and

10.1.2 submit progress reports to the Customer at the times and in the format specified by the Customer.

10.2 The Supplier shall keep and maintain until 6 years after the end of the Agreement, or as long a period as may be agreed between the Parties, full and accurate records of the Agreement including the Services supplied under it and all payments made by the Customer. The Supplier shall on request afford the Customer or the Customer's representatives such access to those records as may be reasonably requested by the Customer in connection with the Agreement.

11 CONFIDENTIALITY, TRANSPARENCY AND PUBLICITY

11.1 Subject to clause 11.2, each Party shall:

11.1.1 treat all Confidential Information it receives as confidential, safeguard it accordingly and not disclose it to any other person without the prior written permission of the disclosing Party; and

11.1.2 not use or exploit the disclosing Party's Confidential Information in any way except for the purposes anticipated under the Agreement.

11.2 Notwithstanding clause 11.1, a Party may disclose Confidential Information which it receives from the other Party:

11.2.1 where disclosure is required by applicable law or by a court of competent jurisdiction;

11.2.2 to its auditors or for the purposes of regulatory requirements;

11.2.3 on a confidential basis, to its professional advisers;

11.2.4 to the Serious Fraud Office where the Party has reasonable grounds to believe that the other Party is involved in activity that may constitute a criminal offence under the Bribery Act 2010;

11.2.5 where the receiving Party is the Supplier, to the Staff on a need to know basis to enable performance of the Supplier's obligations under the Agreement provided that the Supplier shall procure that any Staff to whom it discloses Confidential Information pursuant to this clause 11.2.5 shall observe the Supplier's confidentiality obligations under the Agreement; and

11.2.6 where the receiving Party is the Customer:

(a) on a confidential basis to the employees, agents, consultants and contractors of the Customer;

(b) on a confidential basis to any other Central Government Body, any successor body to a Central Government Body or any company to which the Customer transfers or proposes to transfer all or any part of its business;

- (c) to the extent that the Customer (acting reasonably) deems disclosure necessary or appropriate in the course of carrying out its public functions; or
- (d) in accordance with clause 12 and for the purposes of the foregoing, references to disclosure on a confidential basis shall mean disclosure subject to a confidentiality agreement or arrangement containing terms no less stringent than those placed on the customer under this clause 11.

11.3 The Parties acknowledge that, except for any information which is exempt from disclosure in accordance with the provisions of the FOIA, the content of the Agreement is not Confidential Information and the Supplier hereby gives its consent for the Customer to publish this Agreement in its entirety to the general public (but with any information that is exempt from disclosure in accordance with the FOIA redacted) including any changes to the Agreement agreed from time to time. The Customer may consult with the Supplier to inform its decision regarding any redactions but shall have the final decision in its absolute discretion whether any of the content of the Agreement is exempt from disclosure in accordance with the provisions of the FOIA.

11.4 The Supplier shall not, and shall take reasonable steps to ensure that the Staff shall not, make any press announcement or publicise the Agreement or any part of the Agreement in any way, except with the prior written consent of the Customer.

12 FREEDOM OF INFORMATION

12.1 The Supplier acknowledges that the Customer is subject to the requirements of the FOIA and the Environmental Information Regulations 2004 and shall:

- 12.1.1 provide all necessary assistance and cooperation as reasonably requested by the Customer to enable the Customer to comply with its obligations under the FOIA and the Environmental Information Regulations 2004;
- 12.1.2 transfer to the Customer all Requests for Information relating to this Agreement that it receives as soon as practicable and in any event within 2 Working Days of receipt;
- 12.1.3 provide the Customer with a copy of all Information belonging to the Customer requested in the Request for Information which is in its possession or control in the form that the Customer requires within 5 Working Days (or such other period as the Customer may reasonably specify) of the Customer's request for such Information; and
- 12.1.4 not respond directly to a Request for Information unless authorised in writing to do so by the Customer.

12.2 The Supplier acknowledges that the Customer may be required under the FOIA and the Environmental Information Regulations 2004 to disclose Information concerning the Supplier or the Services (including commercially sensitive information) without consulting or obtaining consent from the Supplier. In these circumstances the Customer shall, in accordance with any relevant guidance issued under the FOIA, take reasonable steps, where appropriate, to give the Supplier advance notice, or failing that, to draw the disclosure to the Supplier's attention after any such disclosure.

12.3 Notwithstanding any other provision in the Agreement, the Customer shall be responsible for determining in its absolute discretion whether any Information relating to

OFFICIAL

the Supplier or the Services is exempt from disclosure in accordance with the FOIA and/or the Environmental Information Regulations 2004.

13 PROTECTION OF PERSONAL DATA AND SECURITY OF DATA

13.1 The Supplier shall, and shall procure that all Staff shall, comply with any notification requirements under Data Protection Legislation and both Parties shall duly observe all their obligations under Data Protection Legislation which arise in connection with the Agreement.

13.2 REPLACED BY ANNEX 6 IN RELATION TO PROTECTION OF PERSONAL DATA

13.3 When handling Customer data (whether or not Personal Data), the Supplier shall ensure the security of the data is maintained in line with the security requirements of the Customer as notified to the Supplier from time to time.

14 LIABILITY

14.1 The Supplier shall not be responsible for any injury, loss, damage, cost or expense suffered by the Customer if and to the extent that it is caused by the negligence or wilful misconduct of the Customer or by breach by the Customer of its obligations under the Agreement.

14.2 Subject always to clauses 14.3 and 14.4:

14.2.1 the aggregate liability of the Supplier in respect of all defaults, claims, losses or damages howsoever caused, whether arising from breach of the Agreement, the supply or failure to supply of the Services, misrepresentation (whether tortious or statutory), tort (including negligence), breach of statutory duty or otherwise shall in no event exceed a sum equal to 125% of the Charges paid or payable to the Supplier; and

14.2.2 except in the case of claims arising under clauses 9.4 and 18.3, in no event shall the Supplier be liable to the Customer for any:

- (a) loss of profits;
- (b) loss of business;
- (c) loss of revenue;
- (d) loss of or damage to goodwill;
- (e) loss of savings (whether anticipated or otherwise); and/or
- (f) any indirect, special or consequential loss or damage.

14.3 Nothing in the Agreement shall be construed to limit or exclude either Party's liability for:

14.3.1 death or personal injury caused by its negligence or that of its Staff;

14.3.2 fraud or fraudulent misrepresentation by it or that of its Staff; or

14.3.3 any other matter which, by law, may not be excluded or limited.

14.4 The Supplier's liability under the indemnity in clause 9.4 and 18.3 shall be unlimited.

15 FORCE MAJEURE

Neither Party shall have any liability under or be deemed to be in breach of the Agreement for any delays or failures in performance of the Agreement which result from circumstances beyond the reasonable control of the Party affected. Each Party shall promptly notify the other Party in writing when such circumstances cause a delay or failure in performance and when

OFFICIAL

they cease to do so. If such circumstances continue for a continuous period of more than two months, either Party may terminate the Agreement by written notice to the other Party.

16 TERMINATION

- 16.1 The Customer may terminate the Agreement at any time by notice in writing to the Supplier to take effect on any date falling at least 1 month (or, if the Agreement is less than 3 months in duration, at least 10 Working Days) later than the date of service of the relevant notice.
- 16.2 The Customer shall have the right to terminate the Agreement on 5th January 2021 (the "break date") on the service of 3 months' prior notice in writing to the Supplier.
- 16.3 Without prejudice to any other right or remedy it might have, the Customer may terminate the Agreement by written notice to the Supplier with immediate effect if the Supplier:
- 16.3.1 (without prejudice to clause 16.3.5), is in material breach of any obligation under the Agreement which is not capable of remedy;
 - 16.3.2 repeatedly breaches any of the terms and conditions of the Agreement in such a manner as to reasonably justify the opinion that its conduct is inconsistent with it having the intention or ability to give effect to the terms and conditions of the Agreement;
 - 16.3.3 is in material breach of any obligation which is capable of remedy, and that breach is not remedied within 30 days of the Supplier receiving notice specifying the breach and requiring it to be remedied;
 - 16.3.4 undergoes a change of control within the meaning of section 416 of the Income and Corporation Taxes Act 1988;
 - 16.3.5 breaches any of the provisions of clauses 7.2, 11, 12, 13 and 17;
 - 16.3.6 becomes insolvent, or if an order is made or a resolution is passed for the winding up of the Supplier (other than voluntarily for the purpose of solvent amalgamation or reconstruction), or if an administrator or administrative receiver is appointed in respect of the whole or any part of the Supplier's assets or business, or if the Supplier makes any composition with its creditors or takes or suffers any similar or analogous action (to any of the actions detailed in this clause 16.3.6) in consequence of debt in any jurisdiction; or
 - 16.3.7 fails to comply with legal obligations in the fields of environmental, social or labour law.
- 16.4 The Supplier shall notify the Customer as soon as practicable of any change of control as referred to in clause 16.3.4 or any potential such change of control.
- 16.5 The Supplier may terminate the Agreement by written notice to the Customer if the Customer has not paid any undisputed amounts within 90 days of them falling due.
- 16.6 Termination or expiry of the Agreement shall be without prejudice to the rights of either Party accrued prior to termination or expiry and shall not affect the continuing rights of the Parties under this clause and clauses 2, 3.2, 6.1, 6.2, 6.6, 6.7, 7, 9, 10.2, 11, 12, 13, 14, 16.7, 17.4, 18.3, 19 and 20.7 or any other provision of the Agreement that either expressly or by implication has effect after termination.
- 16.7 Upon termination or expiry of the Agreement, the Supplier shall:
- 16.7.1 give all reasonable assistance to the Customer and any incoming supplier of the Services; and
 - 16.7.2 return all requested documents, information and data to the Customer as soon as reasonably practicable.

17 COMPLIANCE

- 17.1 The Supplier shall promptly notify the Customer of any health and safety hazards which may arise in connection with the performance of its obligations under the Agreement. The Customer shall promptly notify the Supplier of any health and safety hazards which may exist or arise at the Customer's premises and which may affect the Supplier in the performance of its obligations under the Agreement.
- 17.2 The Supplier shall:
- 17.2.1 comply with all the Customer's health and safety measures while on the Customer's premises; and
 - 17.2.2 notify the Customer immediately in the event of any incident occurring in the performance of its obligations under the Agreement on the Customer's premises where that incident causes any personal injury or damage to property which could give rise to personal injury.
- 17.3 The Supplier shall:
- 17.3.1 perform its obligations under the Agreement in accordance with all applicable equality Law and the Customer's equality and diversity policy as provided to the Supplier from time to time; and
 - 17.3.2 take all reasonable steps to secure the observance of clause 17.3.1 by all Staff.
- 17.4 The Supplier shall supply the Services in accordance with the Customer's environmental policy as provided to the Supplier from time to time.
- 17.5 The Supplier shall comply with, and shall ensure that its Staff shall comply with, the provisions of:
- 17.5.1 the Official Secrets Acts 1911 to 1989; and
 - 17.5.2 section 182 of the Finance Act 1989.

18 PREVENTION OF FRAUD AND CORRUPTION

- 18.1 The Supplier shall not offer, give, or agree to give anything, to any person an inducement or reward for doing, refraining from doing, or for having done or refrained from doing, any act in relation to the obtaining or execution of the Agreement or for showing or refraining from showing favour or disfavour to any person in relation to the Agreement.
- 18.2 The Supplier shall take all reasonable steps, in accordance with good industry practice, to prevent fraud by the Staff and the Supplier (including its shareholders, members and directors) in connection with the Agreement and shall notify the Customer immediately if it has reason to suspect that any fraud has occurred or is occurring or is likely to occur.
- 18.3 If the Supplier or the Staff engages in conduct prohibited by clause 18.1 or commits fraud in relation to the Agreement or any other contract with the Crown (including the Customer) the Customer may:
- 18.3.1 terminate the Agreement and recover from the Supplier the amount of any loss suffered by the Customer resulting from the termination, including the cost reasonably incurred by the Customer of making other arrangements for the supply of the Services and any additional expenditure incurred by the Customer throughout the remainder of the Agreement; or
 - 18.3.2 recover in full from the Supplier any other loss sustained by the Customer in consequence of any breach of this clause.

19 DISPUTE RESOLUTION

- 19.1 The Parties shall attempt in good faith to negotiate a settlement to any dispute between them arising out of or in connection with the Agreement and such efforts shall involve the escalation of the dispute to an appropriately senior representative of each Party.
- 19.2 If the dispute cannot be resolved by the Parties within one month of being escalated as referred to in clause 19.1, the dispute may by agreement between the Parties be referred to a neutral adviser or mediator (the “**Mediator**”) chosen by agreement between the Parties. All negotiations connected with the dispute shall be conducted in confidence and without prejudice to the rights of the Parties in any further proceedings.
- 19.3 If the Parties fail to appoint a Mediator within one month, or fail to enter into a written agreement resolving the dispute within one month of the Mediator being appointed, either Party may exercise any remedy it has under applicable law.

20 GENERAL

- 20.1 Each of the Parties represents and warrants to the other that it has full capacity and Customer, and all necessary consents, licences and permissions to enter into and perform its obligations under the Agreement, and that the Agreement is executed by its duly authorised representative.
- 20.2 A person who is not a party to the Agreement shall have no right to enforce any of its provisions which, expressly or by implication, confer a benefit on him, without the prior written agreement of the Parties.
- 20.3 The Agreement cannot be varied except in writing signed by a duly authorised representative of both the Parties.
- 20.4 The Agreement contains the whole agreement between the Parties and supersedes and replaces any prior written or oral agreements, representations or understandings between them. The Parties confirm that they have not entered into the Agreement on the basis of any representation that is not expressly incorporated into the Agreement. Nothing in this clause shall exclude liability for fraud or fraudulent misrepresentation.
- 20.5 Any waiver or relaxation either partly, or wholly of any of the terms and conditions of the Agreement shall be valid only if it is communicated to the other Party in writing and expressly stated to be a waiver. A waiver of any right or remedy arising from a breach of contract shall not constitute a waiver of any right or remedy arising from any other breach of the Agreement.
- 20.6 The Agreement shall not constitute or imply any partnership, joint venture, agency, fiduciary relationship or other relationship between the Parties other than the contractual relationship expressly provided for in the Agreement. Neither Party shall have, nor represent that it has, any Customer to make any commitments on the other Party's behalf.
- 20.7 Except as otherwise expressly provided by the Agreement, all remedies available to either Party for breach of the Agreement (whether under the Agreement, statute or common law) are cumulative and may be exercised concurrently or separately, and the exercise of one remedy shall not be deemed an election of such remedy to the exclusion of other remedies.
- 20.8 If any provision of the Agreement is prohibited by law or judged by a court to be unlawful, void or unenforceable, the provision shall, to the extent required, be severed from the Agreement and rendered ineffective as far as possible without modifying the remaining provisions of the Agreement, and shall not in any way affect any other circumstances of

OFFICIAL

or the validity or enforcement of the Agreement.

21 NOTICES

- 21.1 Any notice to be given under the Agreement shall be in writing and may be served by personal delivery, first class recorded or, subject to clause 21.3, e-mail to the address of the relevant Party set out in the Award Letter, or such other address as that Party may from time to time notify to the other Party in accordance with this clause:
- 21.2 Notices served as above shall be deemed served on the Working Day of delivery provided delivery is before 5.00pm on a Working Day. Otherwise delivery shall be deemed to occur on the next Working Day. An email shall be deemed delivered when sent unless an error message is received.
- 21.3 Notices under clauses 15 (Force Majeure) and 16 (Termination) may be served by email only if the original notice is then sent to the recipient by personal delivery or recorded delivery in the manner set out in clause 21.1.

22 GOVERNING LAW AND JURISDICTION

The validity, construction and performance of the Agreement, and all contractual and non-contractual matters arising out of it, shall be governed by English law and shall be subject to the exclusive jurisdiction of the English courts to which the Parties submit.

ANNEX 2 – PRICE SCHEDULE

The value of the contract for the full two (2) years including expenses is £98,000.00 excl. VAT. This amount shall not be exceeded.

Pricing details

PRODUCT	FEE	ADDITIONAL COMMENTS
REDACTED INFORMATION		
	REDACTED INFORMATION	REDACTED INFORMATION
Grand total	£98,000	Exclusive of VAT

ServiceAgreement-EXT-20160627 v3
The content of this document is: Commercial in Confidence

ANNEX 3 – STATEMENT OF REQUIREMENTS

1. PURPOSE

- 1.1 To obtain data services for Government Commercial Function suppliers.

2. BACKGROUND TO REQUIREMENT/OVERVIEW OF REQUIREMENT

- 2.1 Improved data quality and greater intelligence on suppliers that the GCF engage with are both seen to be key strategic areas of focus within the commercial function.
- 2.2 This contract forms part of this strategic focus. The data provided from these services will augment existing government supplier data to help to build a sophisticated picture of Government suppliers and markets.
- 2.3 Note that this is not a contract for user licenses to access 3rd party platforms. Instead, the requirement is to integrate supplier data into a centralised GCF data warehouse.

3. DEFINITIONS

Expression or Acronym	Definition
GCF	Government Commercial Function
CaSIE	Contract and Spend Insight Engine (the data warehouse platform where the data will be loaded into).

4. SCOPE OF REQUIREMENT

- 4.1 Lot 1:

- 4.1.1 Data cleaning requirements

- 4.1.1.1 REDACTED INFORMATION

- 4.2 Lot 2: Supplier Financial Data

- 4.2.1 The following data fields relate to the core financial data sought for integration:

- (a) REDACTED INFORMATION

- 4.2.2 Data feed requirements:

- 4.2.2.1 REDACTED INFORMATION

- 4.2.3 Delivery requirements:

OFFICIAL

4.2.3.1 REDACTED INFORMATION

4.3 Lot 3: Supplementary Supplier Data

4.3.1 The following data fields represent additional data (non-financial in some cases), that would be considered beneficial to be integrated if these data items become available for integration during the contract.

- (a) Supplier performance and KPI tracking
- (b) Market health/competitiveness
- (c) Expected supplier capacity limitations
- (d) Identification of small and mid-sized organisations
- (e) Identification of charity organisations
- (f) Identification of social enterprises
- (g) News monitoring
- (h) Social media monitoring
- (i) Share price (Providing a trend analysis of share prices, to be able to discern highs and lows across the period since previous updates)
- (j) Shorting market activity
- (k) Prompt payment information
- (l) Modern slavery regulation compliance
- (m) Carbon footprint/impact
- (n) Other regulatory compliance information
- (o) Gender Pay gap
- (p) Apprenticeship data
- (q) Sanctions
- (r) Corruption/bribery charges

4.3.2 Data feed requirements:

4.3.2.1 Data is to be provided on a monthly basis.

4.3.2.2 The Authority estimates that the number of supplier data needed is approximately 100k records REDACTED INFORMATION

OFFICIAL

4.3.2.3 The method of updating the data is through API integration.
REDACTED INFORMATION

4.3.3 Delivery requirements:

4.3.3.1 This scope relates to the batch load or integration of supplier integration into a GCF data warehouse. Whilst it does not consider user licenses to existing online portals providing supplier data, it will be beneficial for a small number of licenses (approximately 5) to be made available to such portals where this will be useful for development purposes to ensure numbers reconcile from source.

5. THE REQUIREMENT

- 5.1 The requirement is to implement a solution which covers the scope covered above.
- 5.2 This needs to be integrated into the data warehouse platform (this sits in a Microsoft Azure Cloud Environment) and fully tested before the end of the financial year (March 2020). The provider therefore will need to liaise with the development team as they build this integration.
- 5.3 Note, a significant amount of resource is not expected to be spent on supplier cleaning as other work-streams are focussed on fixing this data at source (outside the scope of this requirement).

6. KEY MILESTONES AND DELIVERABLES

6.1 Indicative milestones have been provided below. Please note that there is a degree of flexibility to the dates. However, the final milestone of having a solution fully integrated by the end of the financial year (March 2020) is fixed. Note that milestones relating to implementation into GCF systems will be dependent on external factors (such as the development team within the GCF systems team). These milestones have been included to provide context to the wider project deliverable dates.

6.2 The following Contract milestones/deliverables shall apply:

Milestone/Deliverable	Description	Timeframe or Delivery Date
1	Confirmation on the technical requirements for scope and delivery of data on a regular basis	Within week 1 of Contract Award or no later than 30/11/2019
2	Completion of integration worth with data warehouse	Within week 1 of Contract Award or no later than 31/12/2019

OFFICIAL

3	Completion of UAT	Within week 1 of Contract Award or no later than 31/01/2020
4	Go live	Within week 1 of Contract Award or no later than 31/03/2020

7. MANAGEMENT INFORMATION/REPORTING

- 7.1 We would like to receive regular usage statistics and warnings when approaching quota limits. Reporting on system up-time and issues on data delivery would also be desirable.

8. VOLUMES

- 8.1 It is expected that data will be required for approximately 100,000 suppliers on at least a monthly basis.

9. CONTINUOUS IMPROVEMENT

- 9.1 The Supplier will be expected to continually improve the way in which the required Services are to be delivered throughout the Contract duration.
- 9.2 The Supplier should present new ways of working to the Authority during quarterly Contract review meetings.
- 9.3 Changes to the way in which the Services are to be delivered must be brought to the Authority's attention and agreed prior to any changes being implemented.

10. QUALITY

- 10.1 Quality will be determined through:
- 10.1.1 Monitoring of service availability and any issues caused during loading of the supplier data.
 - 10.1.2 Feedback from users on the quality of the data (for example, missing or inaccurate data where it is expected that this should be available).
 - 10.1.3 The completeness of the supplier matching exercise.

11. STAFF AND CUSTOMER SERVICE

- 11.1 The Supplier shall provide a sufficient level of resource throughout the duration of the Contract in order to consistently deliver a quality service.
- 11.2 The Supplier's staff assigned to the Contract shall have the relevant qualifications and experience to deliver the Contract to the required standard.

- 11.3 The Supplier shall ensure that staff understand the Authority's vision and objectives and will provide excellent customer service to the Authority throughout the duration of the Contract.

12. SERVICE LEVELS AND PERFORMANCE

- 12.1 The Authority will measure the quality of the Supplier's delivery by:

12.1.1

KPI/SLA	Service Area	KPI/SLA description	Target
1	Service uptime	Uptime of service	>95%
2	Data quality	% of accuracy issues identified over sampled population	<0.5%
3	Correspondence	% of GCF emails to the supplier that are responded to within 2 working days	>95%
4	Issue Resolution	% of issues reported to the supplier that are acknowledged and have commenced remedial work within 4 working days of notification	>90%
5	Data Updates	Number of data updates pushed to refresh supplier data made per calendar month	>=1

- 12.2 Failure to adhere to these KPIs as well as comprehensively poor supplier performance will be addressed through a range of measures including financial mechanisms that will be discussed further with the preferred supplier.

13. SECURITY AND CONFIDENTIALITY REQUIREMENTS

- 13.1 All work conducted under this contract would be expected to adhere to the Government Minimum Cyber Security Standard and be aligned to the Security Policy Framework regarding handling government information.
- 13.2 BPSS security clearance for those working on site would be beneficial but not mandatory.

14. PAYMENT AND INVOICING

- 14.1 Payment is made on an annual basis subject to satisfactory performance reflected in the quarterly contract management meetings.

- 14.2 Payment can only be made following satisfactory delivery of pre-agreed certified products and deliverables.
- 14.3 Before payment can be considered, each invoice must include a detailed elemental breakdown of work completed and the associated costs.
- 14.4 Invoices should be submitted to the Programme Finance Lead in order to be processed and verified at REDACTED INFORMATION.
- 14.5 Payment shall be made to the Supplier within 30 calendar days upon receipt of a correctly submitted invoice as specified above.

15. CONTRACT MANAGEMENT

- 15.1 Quarterly meetings between the supplier and members of the GCF team including the Programme Director and Programme Finance Lead in order to monitor and discuss progress and performance relative to expectations and KPIs.
- 15.2 Attendance at Contract Review meetings shall be at the Supplier's own expense.

16. LOCATION

- 16.1 Meetings between the Supplier and the Authority will take place at REDACTED INFORMATION however most of the work is expected to be able to be completed remotely.

ANNEX 4 – SUPPLIERS RESPONSE

(From the Supplier's Proposal of 13/11/2019)

REDACTED INFORMATION

ANNEX 5 – CLARIFICATIONS

Not Applicable

ANNEX 6 – ADDITIONAL TERMS & CONDITIONS

1. Supplier Additional Terms

- 1.1 The Customer's use of the Service is limited to Data relating to the Territory.
 - 1.1.1 "Territory" means Data relating to companies (excluding companies within the financial sector) registered and located within the United Kingdom
- 1.2 The Service made available to the Customer under the licence is provided solely for the Customer's own internal use. The Customer may not sell, transfer, sub-license, distribute, commercially exploit or otherwise make available to, or use for the benefit of, any third party any of the Service.
- 1.3 The Customer may use the Reports as one factor in its credit, insurance marketing or other internal business decisions but agrees that it shall not:
 - 1.3.1 rely on such Reports as the sole determinant in making any such decision; and
 - 1.3.2 without the Supplier's prior written agreement, distribute reproduce, reveal or make available such Reports, or any part thereof, to any person other than its employees and self-employed contractors who have a need to know the same in connection with the Customer's internal business.
- 1.4 Due to the complicated nature of the Service, the Supplier does not warrant that the use of the Service will be uninterrupted or error free or that the Service will meet the Customer's requirements.
- 1.5 Whilst the Supplier shall endeavour to provide an accurate and timely Service it shall be under no liability whatsoever for any inaccuracies, errors or omissions in the Service, or for any delays failures or interruptions in the delivery of the Service howsoever arising other than to use its reasonable endeavours to remedy any such delays failures or interruptions in the delivery of the Service, having been notified of the same by the Customer's use of the help-desk team
- 1.6 The Supplier accepts no responsibility or liability to the Customer for:
 - 1.6.1 any interruption to, or inability of Users to access, the Service for reasons outside the Supplier's reasonable control (including, without limit, reasons associated with telecommunications systems and the internet); or
 - 1.6.2 for any inaccuracies, errors or omissions in the company data provided by the Supplier's third party data providers.

Data Protection – Replaces Annex 1, 13.2

- 1.1 The Parties acknowledge that for the purposes of the Data Protection Legislation, the Customer is the Controller and the Supplier is the Processor. The only processing that the Supplier is authorised to do is listed in Annex 1 to this Schedule (Processing Personal Data) by the Customer and may not be determined by the Supplier.
- 1.2 The Supplier shall notify the Customer immediately if it considers that any of the Customer's instructions infringe the Data Protection Legislation.
- 1.3 The Supplier shall provide all reasonable assistance to the Customer in the preparation of any Data Protection Impact Assessment prior to commencing any processing. Such assistance may, at the discretion of the Customer, include:
- (a) a systematic description of the envisaged processing operations and the purpose of the processing;
 - (b) an assessment of the necessity and proportionality of the processing operations in relation to the Services;
 - (c) an assessment of the risks to the rights and freedoms of Data Subjects; and
 - (d) the measures envisaged to address the risks, including safeguards, security measures and mechanisms to ensure the protection of Personal Data.
- 1.4. The Supplier shall, in relation to any Personal Data processed in connection with its obligations under this Framework Agreement:
- (a) process that Personal Data only in accordance with Annex 1 (Processing Personal Data), unless the Supplier is required to do otherwise by Law. If it is so required the Supplier shall promptly notify the Customer before processing the Personal Data unless prohibited by Law;
 - (b) ensure that it has in place Protective Measures which have been reviewed and approved by the Customer as appropriate to protect against a Data Loss Event having taken account of the:
 - (i) nature of the data to be protected;
 - (ii) harm that might result from a Data Loss Event;
 - (iii) state of technological development; and
 - (iv) cost of implementing any measures;
 - (c) ensure that :
 - (i) the Supplier Personnel do not process Personal Data except in accordance with this Framework Agreement (and in particular Annex 1 (Processing Personal Data));
 - (ii) it takes all reasonable steps to ensure the reliability and integrity of any Supplier Personnel who have access to the Personal Data and ensure that they:
 - (A) are aware of and comply with the Supplier's duties under this Clause;

- (B) are subject to appropriate confidentiality undertakings with the Supplier or any Sub-processor;
 - (C) are informed of the confidential nature of the Personal Data and do not publish, disclose or divulge any of the Personal Data to any third Party unless directed in writing to do so by the Customer or as otherwise permitted by this Contact; and
 - (D) have undergone adequate training in the use, care, protection and handling of Personal Data;
- (d) not transfer Personal Data outside of the EU unless the prior written consent of the Customer has been obtained and the following conditions are fulfilled:
 - (i) the Customer or the Supplier has provided appropriate safeguards in relation to the transfer (whether in accordance with GDPR Article 46 or LED Article 37) as determined by the Customer;
 - (ii) the Data Subject has enforceable rights and effective legal remedies;
 - (iii) the Supplier complies with its obligations under the Data Protection Legislation by providing an adequate level of protection to any Personal Data that is transferred (or, if it is not so bound, uses its best endeavours to assist the Customer in meeting its obligations); and
 - (iv) the Supplier complies with any reasonable instructions notified to it in advance by the Customer with respect to the processing of the Personal Data;
- (e) at the written direction of the Customer, delete or return Personal Data (and any copies of it) to the Customer on termination of the this Contract unless the Supplier is required by Law to retain the Personal Data.

1.5 Subject to Clause 1.7, the Supplier shall notify the Customer immediately if it:

- (a) receives a Data Subject Access Request (or purported Data Subject Access Request);
- (b) receives a request to rectify, block or erase any Personal Data;
- (c) receives any other request, complaint or communication relating to either Party's obligations under the Data Protection Legislation;
- (d) receives any communication from the Information Commissioner or any other regulatory authority in connection with Personal Data processed under this Contract;
- (e) receives a request from any third Party for disclosure of Personal Data where compliance with such request is required or purported to be required by Law; or
- (f) becomes aware of a Data Loss Event.

1.6 The Supplier's obligation to notify under Clause 1.5 shall include the provision of further information to the Customer in phases, as details become available.

1.7 Taking into account the nature of the processing, the Supplier shall provide the Customer with full assistance in relation to either Party's obligations under Data Protection Legislation and any complaint, communication or request made under

Clause 1.5 (and insofar as possible within the timescales reasonably required by the Customer) including by promptly providing:

- (a) the Customer with full details and copies of the complaint, communication or request;
- (b) such assistance as is reasonably requested by the Customer to enable the Customer to comply with a Data Subject Access Request within the relevant timescales set out in the Data Protection Legislation;
- (c) the Customer, at its request, with any Personal Data it holds in relation to a Data Subject;
- (d) assistance as requested by the Customer following any Data Loss Event;
- (e) assistance as requested by the Customer with respect to any request from the Information Commissioner's Office, or any consultation by the Customer with the Information Commissioner's Office.

1.8 The Supplier shall maintain complete and accurate records and information to demonstrate its compliance with this Clause. This requirement does not apply where the Supplier employs fewer than 250 staff, unless:

- (a) the Customer determines that the processing is not occasional;
- (b) the Customer determines the processing includes special categories of data as referred to in Article 9(1) of the GDPR or Personal Data relating to criminal convictions and offences referred to in Article 10 of the GDPR; and
- (c) the Customer determines that the processing is likely to result in a risk to the rights and freedoms of Data Subjects.

1.9 The Supplier shall allow for audits of its Data Processing activity by the Customer or the Customer's designated auditor.

1.10 The Supplier shall designate a Data Protection Officer if required by the Data Protection Legislation.

1.11 Before allowing any Sub-processor to process any Personal Data related to this Contract, the Supplier must:

- (a) notify the Customer in writing of the intended Sub-processor and processing;
- (b) obtain the written consent of the Customer;
- (c) enter into a written agreement with the Sub-processor which give effect to the terms set out in this Clause 1.11 such that they apply to the Sub-processor; and
- (d) provide the Customer with such information regarding the Sub-processor as the Customer may reasonably require.

1.12. The Supplier shall remain fully liable for all acts or omissions of any Sub-processor.

1.13 The Supplier may, at any time on not less than 30 Working Days' notice, revise this Clause by replacing it with any applicable controller to processor standard clauses or similar terms forming part of an applicable certification scheme (which shall apply when incorporated by attachment to this Contract).

OFFICIAL

-
- 1.14 The Parties agree to take account of any guidance issued by the Information Commissioner's Office. The Customer may on not less than 30 Working Days' notice to the Supplier amend this Contract to ensure that it complies with any guidance issued by the Information Commissioner's Office.
- 1.15 The Parties acknowledge that for the purposes of the Data Protection Legislation, the Customer is the Controller and the Supplier is the Processor. The only processing that the Supplier is authorised to do is listed in Annex 1 (Processing Personal Data) by the Customer and may not be determined by the Supplier.
- 1.16 The Supplier shall notify the Customer immediately if it considers that any of the Customer's instructions infringe the Data Protection Legislation.
- 1.17 The Supplier shall provide all reasonable assistance to the Customer in the preparation of any Data Protection Impact Assessment prior to commencing any processing. Such assistance may, at the discretion of the Customer, include:
- (a) a systematic description of the envisaged processing operations and the purpose of the processing;
 - (b) an assessment of the necessity and proportionality of the processing operations in relation to the Services;
 - (c) an assessment of the risks to the rights and freedoms of Data Subjects; and
 - (d) the measures envisaged to address the risks, including safeguards, security measures and mechanisms to ensure the protection of Personal Data.
- 1.18 The Supplier shall, in relation to any Personal Data processed in connection with its obligations under this Call Off Contract:
- (a) process that Personal Data only in accordance with Annex 1 (Processing Personal Data), unless the Supplier is required to do otherwise by Law. If it is so required the Supplier shall promptly notify the Customer before processing the Personal Data unless prohibited by Law;
 - (b) ensure that it has in place Protective Measures which have been reviewed and approved by the Customer as appropriate to protect against a Data Loss Event having taken account of the:
 - (i) nature of the data to be protected;
 - (ii) harm that might result from a Data Loss Event;
 - (iii) state of technological development; and
 - (iv) cost of implementing any measures;
 - (c) ensure that :
 - (i) the Supplier Personnel do not process Personal Data except in accordance with this Call Off Contract (and in particular Annex 1 (Processing Personal Data));
 - (ii) it takes all reasonable steps to ensure the reliability and integrity of any Supplier Personnel who have access to the Personal Data and ensure that they:

- (A) are aware of and comply with the Supplier's duties under this Clause;
 - (B) are subject to appropriate confidentiality undertakings with the Supplier or any Sub-processor;
 - (C) are informed of the confidential nature of the Personal Data and do not publish, disclose or divulge any of the Personal Data to any third Party unless directed in writing to do so by the Customer or as otherwise permitted by this Call Off Contract; and
 - (D) have undergone adequate training in the use, care, protection and handling of Personal Data;
- (d) not transfer Personal Data outside of the EU unless the prior written consent of the Customer has been obtained and the following conditions are fulfilled:
 - (i) the Customer or the Supplier has provided appropriate safeguards in relation to the transfer (whether in accordance with GDPR Article 46 or LED Article 37) as determined by the Customer;
 - (ii) the Data Subject has enforceable rights and effective legal remedies;
 - (iii) the Supplier complies with its obligations under the Data Protection Legislation by providing an adequate level of protection to any Personal Data that is transferred (or, if it is not so bound, uses its best endeavours to assist the Customer in meeting its obligations); and
 - (iv) the Supplier complies with any reasonable instructions notified to it in advance by the Customer with respect to the processing of the Personal Data;
- (e) at the written direction of the Customer, delete or return Personal Data (and any copies of it) to the Customer on termination of the Call Off Contract unless the Supplier is required by Law to retain the Personal Data.

1.19 Subject to Clause 1.21, the Supplier shall notify the Customer immediately if it:

- (a) receives a Data Subject Access Request (or purported Data Subject Access Request);
- (b) receives a request to rectify, block or erase any Personal Data;
- (c) receives any other request, complaint or communication relating to either Party's obligations under the Data Protection Legislation;
- (d) receives any communication from the Information Commissioner or any other regulatory Customer in connection with Personal Data processed under this Call Off Contract;
- (e) receives a request from any third Party for disclosure of Personal Data where compliance with such request is required or purported to be required by Law; or
- (f) becomes aware of a Data Loss Event.

1.20 The Supplier's obligation to notify under Clause 1.19 shall include the provision of further information to the Customer in phases, as details become available.

-
- 1.21 Taking into account the nature of the processing, the Supplier shall provide the Customer with full assistance in relation to either Party's obligations under Data Protection Legislation and any complaint, communication or request made under Clause 1.19 (and insofar as possible within the timescales reasonably required by the Customer) including by promptly providing:
- (a) the Customer with full details and copies of the complaint, communication or request;
 - (b) such assistance as is reasonably requested by the Customer to enable the Customer to comply with a Data Subject Access Request within the relevant timescales set out in the Data Protection Legislation;
 - (c) the Customer, at its request, with any Personal Data it holds in relation to a Data Subject;
 - (d) assistance as requested by the Customer following any Data Loss Event;
 - (e) assistance as requested by the Customer with respect to any request from the Information Commissioner's Office, or any consultation by the Customer with the Information Commissioner's Office.
- 1.22 The Supplier shall maintain complete and accurate records and information to demonstrate its compliance with this Clause. This requirement does not apply where the Supplier employs fewer than 250 staff, unless:
- (a) the Customer determines that the processing is not occasional;
 - (b) the Customer determines the processing includes special categories of data as referred to in Article 9(1) of the GDPR or Personal Data relating to criminal convictions and offences referred to in Article 10 of the GDPR; and
 - (c) the Customer determines that the processing is likely to result in a risk to the rights and freedoms of Data Subjects.
- 1.23 The Supplier shall allow for audits of its Data Processing activity by the Customer or the Customer's designated auditor.
- 1.24 The Supplier shall designate a Data Protection Officer if required by the Data Protection Legislation.
- 1.25 Before allowing any Sub-processor to process any Personal Data related to this Call Off Contract, the Supplier must:
- (a) notify the Customer in writing of the intended Sub-processor and processing;
 - (b) obtain the written consent of the Customer;
 - (c) enter into a written agreement with the Sub-processor which give effect to the terms set out in this Clause 1.25 such that they apply to the Sub-processor; and
 - (d) provide the Customer with such information regarding the Sub-processor as the Customer may reasonably require.
- 1.26 The Supplier shall remain fully liable for all acts or omissions of any Sub-processor.
-

- 1.27 The Supplier may, at any time on not less than 30 Working Days' notice, revise this Clause by replacing it with any applicable controller to processor standard clauses or similar terms forming part of an applicable certification scheme (which shall apply when incorporated by attachment to this Call Off Contract).
- 1.28 The Parties agree to take account of any guidance issued by the Information Commissioner's Office. The Customer may on not less than 30 Working Days' notice to the Supplier amend this Call Off Contract to ensure that it complies with any guidance issued by the Information Commissioner's Office.



Commercial in confidence

Schedule 1

Service Level Agreement

1. The Supplier shall endeavour to ensure that the Service meets or exceeds the service levels set out in this Schedule.
2. The Service (whether via the Supplier's primary or back up facility) shall be available for use by Users for at least 95% of available time in each calendar month.
3. For these purposes "available time" means:

(number of days in calendar month x 24) – excluded time,

where "excluded time" means all time where the Service is unavailable due to:

- (a) planned maintenance notified to the Customer in advance. As far reasonably, possible, the Supplier shall ensure that planned maintenance is carried out outside normal working hours; and/or
- (b) the occurrence of an emergency or disaster or other event of force majeure which is outside the reasonable control of either the Supplier or its web hosting service provider, including (without limitation) interruptions to power supplies.

If, in any calendar month, the service is available for less than 95% of "available time", then the Supplier shall pay a credit to the Customer against Fees payable for the subsequent contract year equivalent to 1 day free use of the Service for each whole hour that the Service was unavailable below 95%. The parties acknowledge that such service credits are a reasonable pre-estimate of the Customer's losses and damages by reason of such non-availability and that such service credits shall be the Customer's sole and exclusive remedy against the Supplier for failure to meet the Service Levels set out in this Schedule.

REDACTED INFORMATION

OFFICIAL

ANNEX 7 – PROCESSING PERSONAL DATA

Annex 1 –Processing Personal Data Authorised Processing Template

1. The contact details of the Customer's Data Protection Officer is:

REDACTED INFORMATION
2. The contract details of the Supplier Data Protection Officer is:

REDACTED INFORMATION
3. The Processor shall comply with any further written instructions with respect to processing by the Controller.
4. Any such further instructions shall be incorporated into this Annex.

Contract Reference:	CCSO19A80
Date:	
Description Of Authorised Processing	Details
Identity of the Controller and Processor	<p>1.1 OPTION A: <i>Customer as Controller</i></p> <p>The Parties acknowledge that for the purposes of the Data Protection Legislation, the Customer is the Controller and the Supplier is the Processor in accordance with Clause 1.1.]</p> <p>Notwithstanding Clause 1.1 the Parties acknowledge that for the purposes of the Data Protection Legislation:</p> <p>(a) the Customer is the Controller and the Supplier is the Processor for the following Personal Data under this Contract:</p> <p style="padding-left: 40px;">(i) No personal data is processed as part of this contract</p> <p>(b) the Supplier is the Controller and the Customer is the Processor for the following Personal Data under this Contract:</p>

	(i) No personal data is processed as part of this contract
Subject matter of the processing	N/A
Duration of the processing	N/A
Nature and purposes of the processing	N/A
Type of Personal Data	N/A
Categories of Data Subject	N/A
	N/A

ANNEX 8 – CHANGE CONTROL FORMS

CHANGE CONTROL NOTICE (CCN)			
Contract Title:	Contract for the Provision of Insert title of requirement (The Contract)		
Contract Reference:		Contract Change Number:	
Date CCN issued:		Date Change Effective from:	

Between: The Insert Name of Contracting Authority (The Customer) and Insert name of Supplier (The Supplier)

1. The Contract is varied as follows:
 - 1.1. Insert details of changes to the original contract.
2. Words and expressions in this Change Control Notice shall have the meanings given to them in the Contract.
3. The Contract, including any previous Contract changes, authorised in writing by both Parties, shall remain effective and unaltered except as amended by this Change Control Notice.

Change authorised to proceed by: (Customer's representative):

Signature

Print Name and Job Title

Date

Authorised for and on behalf of the Supplier:	<div></div>	<div></div>	<div></div>
	Signature	Print Name and Job Title	Date
Authorised for and on behalf of the Customer:	<div></div>	<div></div>	<div></div>
	Signature	Print Name and Job Title	Date